AMENDMENT 5
TO RFP #345.01-201

This Request for Proposal is hereby amended as follows:

1. Delete RFP Attachment 6.1, *pro forma* Contract Section E.6. Ownership of Materials and Rights to Knowledge Obtained in its entirety, and insert the following in its place:

    E.6.   Ownership of Work Products.

    E.6.a.   Definition of Work Products. "Work Products" shall mean all software, documentation, RFP deliverables and any other items provided by the vendor pursuant to this Contract, including Custom-Developed Application Software, Pre-Existing Application Software, Frameworks, and the source code pertaining thereto. (For definitions of these software types, see RFP Attachment 6.10.) The only categories of software not included in Work Products are the following:

    (1) Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public as described in 45 C.F.R. 95.617; and

    (2) Contractor Proprietary Products as defined in E.6.c below.

    E.6.b.   State and Federal Rights to Work Products.

    (1) With the sole exception of the Work Products specifically excluded in E.6.a (1) and (2), the State shall have all ownership right, title, and interest, including ownership of copyright, in all Work Products, as defined in E.6.a. In addition, the State and U.S. Department of Health and Human Services (US-DHHS) reserve a perpetual, royalty-free, paid-up, non-exclusive, irrevocable, and unlimited right to use, operate, and modify all Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks. These ownership and licensing rights shall also pertain to all Work Products or portions of work products developed, including those specifically developed for the public assistance programs under 45 C.F.R. 95.617, which have been provided, modified, configured, customized, extended, and/or installed for the State under this Contract. The Contractor hereby warrants that Contractor is duly authorized to grant such ownership and licensing rights and that all non-State Standard software utilized under this section meets the requirements for Federal Financial Participation under 45 C.F.R. 95.617.

    (2) The rights described in E.6.b.(1) shall allow the State or US-DHHS to reproduce, publish, modify, or otherwise use, and to authorize others to use for Federal government purposes, the Work Products and all source code pertaining to any Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, provided pursuant to this Contract. These rights would permit the State or US-DHHS to authorize the use of the Work Products and all source code pertaining to Custom-Developed Application Software, Pre-Existing Application Software, and Frameworks, in any other project or activity funded by the State or Federal government.

    The foregoing notwithstanding, the Contractor remains responsible for adherence to all performance and warranty requirements for the VIP system, as established by the Contract.

    E.6.c.   State and Federal Rights to Contractor Proprietary Products. The Contractor shall retain ownership right, title, and interest in the portions of the V.I.P. that were not developed using State or Federal moneys or resources, that were complete and the property of the Contractor as of the effective date of the Contract, and that are used in the performance of this Contract (known as "Contractor Proprietary Products"). The following provisions apply:

    (1) The Contractor hereby grants the State and US-DHHS a perpetual, royalty-free, paid-up, non-exclusive, irrevocable, and unlimited license to use, operate, and modify the

Contractor Proprietary Products, including the source code pertaining thereto. The Contractor warrants that Contractor is duly authorized to grant this right.

(2) The State and US-DHSS shall have the right to reproduce, publish or otherwise use, and to authorize others to use, operate, and modify, for Federal government purposes, the Contractor Proprietary Products. This license would permit US-DHHS to authorize the use of the Contractor Proprietary Products provided pursuant to this Contract in another project or activity funded by the Federal government.

(3) The State shall take all reasonable steps, consistent with State law, to preserve the confidential and proprietary nature of the Contractor Proprietary Products. The State shall make reasonable efforts not to disclose or disseminate Contractor's proprietary information, apart from legitimate distribution for Federal and State purposes as described herein, or as needed for system maintenance purposes by agents of the State.

E.6.d.   Acquired Knowledge and Skills. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.

E.6.e.   Development of Similar Materials. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials that are similar to and/or competitive with those that are produced under this Contract.

2. Delete RFP Attachment 6.2 Proposal Transmittal and Statement of Certifications and Assurances in its entirety, and insert the following in its place:

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer shall complete and sign this Technical Proposal Transmittal. It shall be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any Contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

The Proposer does hereby affirm and expressly declare confirmation, certification, and assurance of the following:

1) This proposal constitutes a commitment to provide all services as defined in the RFP Attachment 6.1, *Contract* Scope of Services for the total Contract period and confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, *Contract.*

2) The information detailed in the proposal submitted herewith in response to the subject RFP is accurate.

3) The proposal submitted herewith in response to the subject RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any Contract pursuant to the RFP.

4) The Proposers shall comply with:
   a) the laws of the State of Tennessee;
   b) Title VI of the federal Civil Rights Act of 1964;
   c) Title IX of the federal Education Amendments Act of 1972;
   d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
   e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government
   f) accessibility requirements, as defined in Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, and as interpreted by guidelines defined in the Governor's Web Publishing Policy and documented in RFP Attachment 6.7.
   g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
   h) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, sub-contractor, or consultant to the Proposer in connection with the Procurement under this RFP.
   i) the Health Insurance Portability and Accountability Act (HIPAA) and program confidentiality requirements.
   j) the most current version of Tax Information Security Guidelines for Federal, State, and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information. OMB No. 1545-0962, Publication 1075. (ftp://ftp.fedworld.gov/pub/irs-pdf/p1075.pdf)
   .

PROPOSAL TRANSMITTAL AND STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer shall complete and sign this Technical Proposal Transmittal. It shall be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any Contract awarded pursuant to it. If said individual is not the Proposer's chief executive, this document shall attach evidence showing the individual's authority to bind the proposing entity.

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER:
(or Social Security Number)

5) The State will have all ownership right, title, and interest, including ownership of copyright, in all Work Products, including all software and documentation provided by the vendor pursuant to Section E.6. of this Contract, including, but not limited to, Custom-Developed Application Software and Pre-Existing Software, Frameworks, and the source code pertaining thereto. All *non-State Standard* software utilized by the Proposer shall meet the requirements for Federal Financial Participation under 45 CFR. 95.617 and the language that follows.

§ 95.617 Software and ownership rights.

(a) General. The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

(b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, modify, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

(c) Proprietary software. Proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart.

6) The Proposer shall comply with all of the provisions in the subject RFP and shall accept all terms and conditions set out in the RFP Attachment 6.1, Contract.

SIGNATURE & DATE:

3. Delete RFP Attachment 6.3 Technical Proposal & Evaluation Guide - Section C - Technical Approach Items, C.23. Implementation/Deployment Approach in its entirety, and insert the following in its place:

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

PROPOSER NAME:	

SECTION C — TECHNICAL APPROACH - Implementation/Deployment Approach

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value	*1 = poor*	*2 = fair*	*3 = satisfactory*	*4 = good*	*5 = excellent*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	**Technical Approach Items**	**State Use ONLY**		
		Score	**Item Weight**	**Raw Weighted Score**
	C.23. Implementation/Deployment Approach The Proposer shall provide a narrative for each of the following items that confirms its understanding of and approach to meeting the requirements in each Contract section:			
	A.32. Implementation Plan		**1**	
	A.32.a. Approach to Implementation		**1**	
	A.32.b. Required Content of Implementation Plan		**3**	
	A.70. Develop Contingency Approach		**2**	
	A.99. Preparation for Pilot Deployment of the V.I.P.		**1**	
	A.105. Pilot Deployment		**1**	
	A.106. Scope and Expected Outcomes for Pilot Deployment		**1**	
	A.108. Data Audit for Pilot		**1**	
	A.111. Support for Pilot Deployment		**1**	
	A.112. Invoke Contingency Approach		**1**	
	A.114. On-Site Support for Pilot Deployment		**1**	
	A.115. Correction of Problems Reported During Pilot Deployment		**1**	
	A.116. Pilot Deployment Operations Report (Certificate of Completion)		**1**	

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
	A.117. Statewide Deployment		**1**	
	A.121. Perform Software Maintenance		**1**	
	A.122. Provide Operational Support		**1**	
	A.123. Perform Problem Resolution		**1**	
	A.124. Create/Update Documentation		**1**	
	A.125. Provide Training Support		**1**	
	A.126. Provide Second-Tier Support for the State's Help Desk		**1**	
	A.130. Contractor's Responsibility for Implementation Phase Deliverables		**1**	
	Total Raw Weighted Score: *(sum of Raw Weighted Scores above)*			

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C

Total Raw Weighted Score **maximum possible raw weighted score = 120** *(i.e., 5 x the sum of item weights above)*	**X 40** *(maximum section score)*	**= SCORE:**	

4. Delete RFP Attachment 6.3 Technical Proposal & Evaluation Guide - Section C - Technical Approach Items, C.25. Interface Matrix in its entirety, and insert the following in its place:

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C				
PROPOSER NAME:				

SECTION C — TECHNICAL APPROACH - Interface Matrix

The Proposer must address ALL Technical Approach section items and provide, in sequence, the information and documentation as required (referenced with the associated item references). A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

4 = Can Meet Requirement, Customization Required	*5 = Can Meet Requirement, No Customization Required*

The RFP Coordinator will multiply each item score by the assigned weight with the product being the item's raw weighted score for purposes of calculating the section score as detailed at the end of this table.

Proposal Page # (to be completed by Proposer)	Technical Approach Items	State Use ONLY		
		Score	**Item Weight**	**Raw Weighted Score**
	C.25. Interface Matrix The Proposer shall respond to each interface requirement exactly as represented and in the order provided in Contract Attachment D. The Proposer shall use the format in RFP Attachment 6.11 to respond to each of these requirements. A template with all the requirements in Contract Attachment D is provided. The Proposer shall download this template and select the most appropriate value for each requirement from the list of valid values, which include: 4 = Can Meet Requirement, Customization Required; 5 = Can Meet Requirement, No Customization Required. Each individual requirement must contain a response or your proposal may be considered non-responsive.		**1 each**	
	Total Raw Weighted Score: *(sum of Raw Weighted Scores above)*			

Total Raw Weighted Score			
maximum possible raw weighted score = 520 *(i.e., 5 x the sum of item weights above)*	**X 10** *(maximum section score)*	**= SCORE:**	

5. Delete RFP Attachment 6.3 Technical Proposal & Evaluation Guide - Section C - Technical Approach Items, C.30. V.I.P. Technical Architecture in its entirety, and insert the following in its place:

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C	
PROPOSER NAME:	
SECTION C — TECHNICAL APPROACH – V.I.P. Technical Architecture	
Proposal Page # (to be completed by Proposer)	**Technical Approach Items**
	C.30. V.I.P. Technical Architecture The Proposer shall provide a narrative that confirms its understanding of and approach to meeting the requirements in: Contract Section A.4. Tennessee Information Resources Architecture, A.4.a. Development Standards, A.4.b. Framework Application Integrated into State Environment in Accordance with State Architecture, A.4.c. Mandatory Requirements for Non-Standard Application Development and Support Software Products, A.4.d. Software Compliance, A.4.e. State Software Procurement, and A.4.f. Contractor Software Procurement: The Proposer shall use the following outline for the provided narrative: General Architecture: a. The Proposer shall provide a narrative and supporting diagram that describes the proposed technical architecture, including all physical and logical servers, operating systems, Pre-Existing Application Software, Custom-Developed Application Software, Third-Party Software, COTS, Frameworks, Add-Ons, Plug-Ins, and Components to Plug-Ins. The Proposer shall use diagram reference numbers on the supporting diagram that link each piece of software in the diagram to the software listed in the templates found in RFP Attachments 6.12 and 6.13. b. The Proposer shall provide a description of their intent to develop any system components from "scratch". c. The Proposer shall provide a description and samples of documentation that shall be supplied with the application. This documentation shall include a Users' Manual, Quick Reference Users' Document, Operations Manual, and a Procedure Manual or their nearest

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C	
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SECTION C — TECHNICAL APPROACH – V.I.P. Technical Architecture	
Proposal Page # **(to be completed by Proposer)**	**Technical Approach Items**

	equivalent.

All Software:

d. The Proposer shall list all software that will be used in the development of the V.I.P., including Pre-Existing Application Software, Custom-Developed Application Software, Third-Party Software, COTS, Frameworks, Add-Ons, Plug-Ins, and Components to Plug-Ins. These software products shall be categorized as State Standard Software and Non-State Standard Software. Software that is categorized as State Standard is identified in the State's Information Resources Architecture in Contract Attachment J. Software that is categorized as Non-State Standard is defined as software that is not listed in the State's Information Resources Architecture, including the application software solution (framework and other pre-existing application software).

The template for documenting State Standard software is provided in RFP Attachment 6.12.

The template for documenting Non-State Standard software is provided in RFP Attachment 6.13.

Pre-Existing Application Software, Frameworks, or COTS Software:

e. For each pre-existing application software, frameworks, or COTS software in the proposed solution, the Proposer shall provide the following information regarding product history and development plans:

1) the name and version of the package;

2) by whom and for what purpose the application was originally developed;

3) the age of the application and a history of significant upgrades, summarizing the enhancements made or defects fixed for each release and the development impact of each upgrade;

4) the number of installations that currently use the application, and the version number of the package currently installed for each installation;

5) identification of the application's programming language(s) and version(s), including volume limitations that are designed into the application; and

6) references for at least one customer currently using the application, including customer name, current address, and telephone number of at least two contacts for this customer, one (1) business and one (1) technical. These contacts shall have been verified within thirty (30) days prior to the proposal due date.

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SECTION C — TECHNICAL APPROACH – V.I.P. Technical Architecture

Proposal Page # (to be completed by Proposer)	Technical Approach Items
	f. For each pre-existing application software, frameworks, or COTS software in the proposed solution, the Proposer shall describe its current plans for the application. Any plans, no matter how tentative, for replacing the software, for selling it to another company, or for terminating it as an active product of the company, shall be described. Plans for enhancements to the application also shall be described. For each enhancement the Proposer shall: 1) Describe the enhancement. 2) Describe the impact the enhancement shall have on clients. 3) Provide the scheduled date for the release. 4) Describe the current status of the release. g. For each pre-existing application software, frameworks, or COTS software in the proposed solution, the Proposer shall describe the extent to which the package will have to be modified to meet the State's requirements. The Proposer shall also describe how these modifications will impact the State's ability to install upgrades to the base product ongoing. Non-State Standard Software: h. The Proposer shall indicate whether the proposed solution shall contain any non-standard application development and support software product(s), and the Proposer's plans to convert to State standards, by selecting one of the four possible responses: 1) "No non-standard products are being proposed." 2) "An existing proposed system currently contains non-standard product(s). The Proposer shall convert all of the non-standard product(s) to State standards, at no cost to the State." 3) "An existing proposed system currently contains non-standard product(s). The Proposer shall not convert any of these products to State standards." 4) "An existing proposed system currently contains non-standard product(s). The Proposer shall convert some but not all of the non-standard product(s) to State standards, at no cost to the State." Proposers who propose the use of application development and support software product(s) in addition to or in lieu of State standards shall meet the requirements in RFP Attachment 6.1, pro forma Contract Section A.4.c. Proposers shall confirm that these requirements are met.

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SECTION C — TECHNICAL APPROACH – V.I.P. Technical Architecture

Proposal Page # (to be completed by Proposer)	Technical Approach Items
	Proposers who propose to convert non-standard products to State standards shall describe any impact that the conversion process shall have on this project. The response should address, but not be limited to, the project schedule, vendor staffing, and State technical and personnel resources involvement. The State shall assess potential impact of the conversions on the project. Caution: do not include costs of any kind in this response. If the Proposer answers with item 4 above, the Proposer shall indicate on the template for documenting Non-State Standard software, provided in RFP Attachment 6.13, which software items they intend to convert to State Standards. If the Proposer answers with item 3 or 4 above, Proposers shall note that the State is under no obligation to accept any deviations from any standards. If deviations are proposed that are rejected by the State, the Proposer shall be willing to use products that adhere to State standards or have their Proposal ruled non-responsive. i. For each software product proposed which deviates from State Standards, the Proposer shall provide the following information (caution: do not include costs of any kind in the following information): 1) Product Name. 2) Manufacturer name, address, and phone number. 3) Manufacturer's length of time in business. 4) Age of product, latest version/release, and date of most recent version/release. 5) Product lineage since its introduction (include product name, company name, dates, etc.). 6) Number of current product users (public and private entities – not individuals). 7) Describe Proposer support including training, documentation, technical support line, and problem tracking/escalation. 8) Names, addresses, and phone numbers of two current product users of the application similar to the database size, number of users, complexity, and technical environment as described in this RFP, for reference contacts. 9) Proposed version of product, operating system version compatibility, other software compatibility. 10) Requirements for installing and running product such as compilers, drivers, etc.. 11) Description of product functionality. 12) Explanation of how the product is integrated into the proposed solution including the

TECHNICAL PROPOSAL & EVALUATION GUIDE — SECTION C	
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SECTION C — TECHNICAL APPROACH – V.I.P. Technical Architecture	

Proposal Page # (to be completed by Proposer)	**Technical Approach Items**
	number of user licenses required in the State's environment, if applicable.
	13) How the State or its agents would use the product for customization, maintenance, adding additional functionality.
	14) How the State would use the product to satisfy business requirements, e.g. adhoc query, reporting, etc.
	15) Provide a statement regarding the financial strength and long-term viability of the manufacturer.
	16) Describe the training necessary for use of the product.
	17) Any other information which would assist the State in evaluating the possible use of the product.
	j. The Proposer shall describe their approach to minimize the introduction, acquisition, support, and maintenance of non-standard products within the State's Architecture information technology environment.
	Confirmation of Understanding:
	k. For this section, the only response required from the Proposer is a statement to confirm the Proposer's understanding of the evaluation process associated with non-standard products.
	1) For Proposers who propose non-standard products, the State shall base its evaluation scores on the content of the responses to the deviation sections, as well as additional State evaluation of the products proposed. The Proposal responses shall be evaluated by a separate Software Deviations evaluation group. When the Software Deviations evaluation group has completed its work, it shall produce a report that shall be sent to the Technical Architecture Evaluation Team.
	2) The State's evaluation shall focus on the impact of introducing the new product(s) into the State's technical environment. The information provided by the Proposer shall be the basis for the State's research, which shall include, but not be limited to: consultation with independent group(s) specializing in information system trends reporting, reference checks with current users, and other such data gathering activities.
	3) The State shall also consider the long-term impact of introducing non-standard products into its technical architecture. Factors considered shall include, but not be limited to: skill acquisition and retention for support of the product(s), the product(s)' potential future compatibility with the State's changing technical architecture, and the general position of the product(s) in the current information technology environment.

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Proposal Page # (to be completed by Proposer)	**Technical Approach Items**
	4) Based on the results of this evaluation, Proposals that propose non-standard products may be determined non-responsive.
	C.30. V.I.P. Technical Architecture

80 *(maximum section score)*	**SCORE:**	

The other terms and conditions of this Request for Proposal not amended hereby shall remain in full force and effect.